

a product which contained less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: June 17, 1952. A plea of guilty having been entered, the court imposed a fine of \$100.

CHEESE

18670. Adulteration of Cheddar cheese. U. S. v. New Mexico Plains Cooperative Creamery, Inc., and Malcolm E. French. Pleas of nolo contendere. Imposition of sentence suspended, conditioned that compliance be made with the requirements necessary for operation under sanitary conditions. (F. D. C. No. 29633. Sample No. 74962-K.)

INFORMATION FILED: October 16, 1950, District of New Mexico, against New Mexico Plains Cooperative Creamery, Inc., Portales, N. Mex., and Malcolm E. French, manager of the firm.

ALLEGED SHIPMENT: On or about April 23, 1950, from the State of New Mexico into the State of Texas.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article consisted in part of a filthy substance by reason of the use of filth-contaminated milk in its preparation; and, Section 402 (a) (4), the article had been prepared, packed, and held under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: November 13, 1950. Pleas of nolo contendere having been entered, the court suspended the imposition of sentence and ordered that the probation officer of the court make an inspection of the defendants' plant at the end of six months. On May 22, 1951, the defendants were advised, at the direction of the court, with respect to the specific requirements which they should comply with in the operation of their creamery.

18671. Adulteration of Cheddar cheese. U. S. v. 67 Boxes * * *. (F. D. C. No. 31482. Sample No. 32009-L.)

LIBEL FILED: On or about August 27, 1951, Western District of Missouri.

ALLEGED SHIPMENT: On or about July 3 and 6, 1951, by the Marion County Co-op Assn., from Yellville, Ark.

PRODUCT: 67 boxes, each containing 60 pounds, of Cheddar cheese at Springfield, Mo.

LABEL, IN PART: "Arkansas Cheddar Cheese."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a filthy substance by reason of the presence of manure fragments and by reason of the use of filthy milk in its preparation; and, Section 402 (a) (4), the article had been prepared under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: October 1, 1951. Default decree of condemnation and destruction.

MISCELLANEOUS DAIRY PRODUCTS

18672. Adulteration of condensed skim milk, nonfat dry milk solids, and sweet cream. U. S. v. Shelby Blue River Farms, Inc. Plea of nolo contendere. Fine, \$300. (F. D. C. No. 31553. Sample Nos. 906-L, 11610-L to 11612-L, incl., 11682-L, 11683-L.)

INFORMATION FILED: October 5, 1951, Southern District of Indiana, against the Shelby Blue River Farms, Inc., Shelbyville, Ind.

ALLEGED SHIPMENT: On or about March 23, 25, 28, 29, and 31, and April 4, 1951, from the State of Indiana into the States of South Carolina and Ohio.

LABEL, IN PART: "Blue River Farms Shelbyville, Ind. Condensed Skim," "Non-Fat Dry Milk Solids," and "Blue River Farms * * * Cream."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the articles consisted in part of filthy substances since they had been prepared from filthy milk.

DISPOSITION: January 18, 1952. A plea of nolo contendere having been entered, the court imposed a fine of \$300.

FEEDS*

18673. Adulteration and misbranding of peanut meal. U. S. v. Greenwood Products Co. Plea of nolo contendere. Fine, \$200. (F. D. C. No. 31251. Sample No. 196-L.)

INFORMATION FILED: October 9, 1951, Northern District of Florida, against the Greenwood Products Co., a corporation, Graceville, Fla.

ALLEGED SHIPMENT: On or about December 11, 1950, from the State of Florida into the State of Maryland.

LABEL, IN PART: (Tag) "45% Peanut Meal Greenwood Products Company Graceville, Florida Guaranteed Analysis Crude Protein, not less than 45%."

NATURE OF CHARGE: Adulteration, Section 402 (b) (1), a valuable constituent of the article, protein, had been in part omitted.

Misbranding, Section 403 (a), the statements "45% Peanut Meal" and "Guaranteed Analysis Crude Protein, not less than 45%" borne on the tag were false and misleading since the article contained less than 45% of crude protein.

DISPOSITION: April 9, 1952. A plea of nolo contendere having been entered, the court sentenced the defendant to pay a fine of \$200.

18674. Adulteration and misbranding of soybean meal. U. S. v. Thomson Soya Mill. Plea of nolo contendere. Fine of \$200, plus costs. (F. D. C. No. 31272. Sample No. 39806-K.)

INFORMATION FILED: December 3, 1951, District of Kansas, against the Thomson Soya Mill, a partnership, Hiawatha, Kans.

ALLEGED SHIPMENT: On or about January 3, 1951, from the State of Kansas into the State of Oklahoma.

LABEL, IN PART: (Bag) "44% Soy Bean Meal Manufactured By Thomson Soya Mill Hiawatha, Kansas Guaranteed Analysis: Crude Protein 44%."

NATURE OF CHARGE: Adulteration, Section 402 (b) (1), a valuable constituent, protein, had been in part omitted from the article.

Misbranding, Section 403 (a), the statements "44% Soy Bean Meal" and "Guaranteed Analysis: Crude Protein 44%" borne on the bags were false and misleading since the article contained less than 44% of protein.

DISPOSITION: January 21, 1952. A plea of nolo contendere having been entered, the court imposed a fine of \$200, plus costs, against the defendant.

*See also No. 18700.